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DPD-2255-61

Amendment No. 4  
Contract No. BB-375

12 APR 1961

Information Technology Laboratories  
A Division of ITEK Corporation  
Lexington, Massachusetts

Gentlemen:

1. This document constitutes Amendment No. 4 to Contract No. BB-375 between the parties hereto and sets forth the following Novation Agreement between the parties:

#### AGREEMENT

This Agreement, entered into as of 5 April 1961, by and between the ITEK CORPORATION, a corporation duly organized and existing under the laws of the State of Massachusetts with its principal office in Waltham and State of Massachusetts (hereinafter referred to as the "Transferor"); the ITEK CORPORATION, a corporation organized and existing under the laws of the State of Delaware with its principal office in the City of Waltham and State of Massachusetts (hereinafter referred to as the "Transferee"); and the UNITED STATES OF AMERICA (hereinafter referred to as the "Government").

#### WITNESSETH

WHEREAS, the Government, represented by the various Contracting Officers, has entered into certain contracts with the Transferor, as set forth in the attached list marked "Exhibit A" to this Agreement and herein incorporated by reference; and the term "the contracts" as hereinafter used means the above contracts and all other contracts, letter contracts, and purchase orders, including amendments and change orders thereto, heretofore made between the Government, represented by the various Contracting Officers, and the Transferor (whether or not performance and payment have been completed and releases executed, if the Government or the Transferor has any remaining rights, duties or obligations thereunder), and including amendments and change orders thereto hereafter made between the Government and the Transferee;

WHEREAS, as of 10 February 1960, the Transferor assigned, conveyed and transferred to the Transferee all the assets of the Transferor by virtue of a Certificate of Ownership and Merger between the Transferor and the Transferee;

WHEREAS, the Transferee, by virtue of said assignment, conveyance and transfer, has acquired all the assets of the Transferor;

WHEREAS, by virtue of said assignment, conveyance and transfer, the Transferee has assumed all the duties, obligations and liabilities of the Transferor under the Contracts;

WHEREAS, the Transferee is in a position fully to perform the Contracts, and such duties and obligations as may exist under the Contracts;

WHEREAS, it is consistent with the Government's interest to recognize the Transferee as the successor party to the Contracts;

WHEREAS, there has been filed with the Government evidence of said assignment, conveyance or transfer;

NOW, THEREFORE, in consideration of the promises, the parties hereto agree as follows:

1. The Transferor hereby confirms said assignment, conveyance and transfer to the Transferee, and does hereby release and discharge the Government from, and does hereby waive, any and all claims, demands, and rights against the Government which it now has or may hereafter have in connection with the Contracts.
2. The Transferee hereby assumes, agrees to be bound by, and undertakes to perform each and every one of the terms, covenants, and conditions contained in the Contracts. The Transferee further assumes all obligations and liabilities of, and all claims and demands against, the Transferor under the Contracts, in all respects as if the Transferee were the original party to the Contracts.
3. The Transferee hereby ratifies and confirms all actions heretofore taken by the Transferor with respect to the Contracts with the same force and effect as if the action has been taken by the Transferee.
4. The Government hereby recognizes the Transferee as the Transferor's successor in interest in and to the Contracts. The Transferee hereby becomes entitled to all right, title, and interest of the Transferor in and to the Contracts in all respects as if the Transferee were the original party to the Contracts. The term "Contractor" as used in the Contracts shall be deemed to refer to the Transferee rather than to the Transferor.

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5. Except as expressly provided herein, nothing in this Agreement shall be construed as a waiver of any rights of the Government against the Transferor.

6. Notwithstanding the foregoing provisions, all payments and reimbursements heretofore made by the Government to the Transferor and all other action heretofore taken by the Government, pursuant to its obligations under any of the Contracts, shall be deemed to have discharged pro tanto the Government's obligations under the Contracts. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to said Transferee and shall constitute a complete discharge of the Government's obligation under the Contracts, to the extent of the amounts so paid or reimbursed.

7. The Transferor and the Transferee hereby agree that the Government shall not be obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes or other expenses, or any increases therein directly or indirectly arising out of or resulting from (i) said assignment, conveyance and transfer, or (ii) this Agreement, other than those which the Government, in the absence of said assignment, conveyance and transfer, or this Agreement, would have been obligated to pay or reimburse under the terms of the Contracts.

8. The Transferor hereby guarantees payment of all liabilities and the performance of all obligations which the Transferee (i) assumes under this Agreement, or (ii) may hereafter undertake under the Contracts as they may hereafter be amended or modified; and the Transferor hereby waives notice of and consent to any such amendment or modification.

9. Except as herein modified, the Contracts shall remain in full force and effect.

3. All other terms, conditions and requirements of the contract remain as originally stipulated.

4. Please indicate your receipt of this Amendment No. 4 to the contract and your acceptance thereof by executing the original and two copies of this amendment. Return the fully executed original and one copy to the undersigned and retain the remaining copy for your files.

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IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the day and year first above written.

UNITED STATES OF AMERICA

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BY \_\_\_\_\_

TITLE \_\_\_\_\_

ITEK CORPORATION  
(a Massachusetts Corporation)

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BY \_\_\_\_\_

TITLE \_\_\_\_\_

ITEK CORPORATION  
(a Delaware Corporation)

25X1A

BY \_\_\_\_\_

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TITLE \_\_\_\_\_

ITEK Laboratories  
A Division of ITEK  
Corporation

PRINT OR TYPE NAMES UNDER ALL SIGNATURES

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EXHIBIT "A"

Contract Number

BB-300  
BB-375  
BB-400  
BB-425